Supreme Court, U. S.
FILED
JUN 6 1975

IN THE

# Supreme Court of the United States

OCTOBER TERM, 1974

**No. 74-1496.**

LOCAL 203, GRAPHIC ARTS INTERNATIONAL UNION, AFL-CIO,

*Petitioner,*

*vs.*

THE COLONIAL PRESS, INC. and the NATIONAL LABOR RELATIONS BOARD,

*Respondents.*

## SUPPLEMENTAL APPENDIX.

IRVING M. KING,
ROBERT H. NICHOLS,
RUSSELL WOODY,
One IBM Plaza,
Chicago, Illinois 60611,
*Attorneys for Petitioner.*

Of Counsel:
COTTON, WATT, JONES, KING & BOWLUS,
One IBM Plaza,
Chicago, Illinois 60611.

Gunthorp-Warren Printing Company, Chicago • Financial 6-6565 56

## SUPPLEMENTAL APPENDIX.

---

UNITED STATES COURT OF APPEALS,
For the Eighth Circuit.

| | |
|---|---|
| NATIONAL LABOR RELATIONS BOARD, *Petitioner,* *vs.* THE COLONIAL PRESS, INC., *Respondent.* | No. 74-1304 |

JUDGMENT.

Before: GIBSON, Chief Judge, LAY and STEPHENSON, Circuit Judges.

THIS CAUSE came on to be heard upon the application of the National Labor Relations Board for the enforcement of a certain order issued by it against the Respondent, The Colonial Press, Inc., its officers, agents, successors, and assigns on November 30, 1973. The Court heard argument of respective counsel on October 17, 1974, and has considered the briefs and transcripts of record filed in this cause. On January 17, 1975, the Court, being fully advised in the premises handed down its opinion granting in part and denying in part enforcement of the Board's said order. In conformity therewith, it is hereby

ORDERED AND ADJUDGED by the Court that The Colonial Press, Inc., its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Telling employees not to talk with picketing employees.

(b) Creating the impression of surveillance of employee union activity.

(c) Interrogating employees about their union feelings.

(d) Stating to striking employees that other employees would be discharged if they were seen talking to strikers.

(e) Discouraging membership in or activity on behalf of Graphic Arts International Union Local 203, AFL-CIO, or any other labor organization, by refusing to reinstate upon their unconditional application for reinstatement those employees engaged in an unfair labor practice strike, or in any other manner discriminating against such employees in regard to their hire and tenure of employment, except to the extent permitted by the proviso to Section 8(a)(3) of the National Labor Relations Act (hereinafter called the Act), as amended.

(f) In any other manner interfering with, restraining, or coercing employees in the exercise of rights guaranteed them in Section 7 of the Act.

2. Take the following affirmative action which the Board has found will effectuate the policies of the Act:

(a) Offer unfair labor practice strikers Gary Pilcher, Donald Blenden, and Bernard Nice reinstatement to their former positions or, if they no longer exist, to substantially equivalent positions, without prejudice to their seniority and other rights and privileges, dismissing, if necessary, any employees hired as replacements for such positions. Respondent shall make whole said unfair labor practice strikers for any loss of pay they may have suffered by reason of Respondent's refusal, if any, to reinstate them, by payment to each of them a sum of money equal to what he would have earned as wages during the period from the date of the Union's first unconditional request for reinstatement of the strikers to the date of Respondent's offer of reinstatement, such loss to be computed in the manner and with interest as in *F. W. Woolworth Company*, 90 NLRB 289, and *Isis Plumbing & Heating Co.*, 138 NLRB 716.



(b) Preserve and, upon request, make available to the Board or its agents, for examination and copying, all payroll records, social security payment records, timecards, personnel records and reports, and all other records necessary to analyze the amount of backpay due under the terms of this Judgment.

(c) Post at its Omaha, Nebraska, plant copies of the attached notice marked "Appendix." Copies of said notice, on forms provided by the Regional Director for Region 17, of the National Labor Relations Board (Kansas City, Kansas), after being duly signed by Respondent's representative shall be posted by it immediately upon receipt thereof, and be maintained by it for 60 consecutive days thereafter, in conspicuous places, including all places where notices to employees are customarily posted. Reasonable steps shall be taken by Respondent to insure that said notices are not altered, defaced, or covered by any other material.

(d) Notify the aforesaid Regional Director, in writing, within 20 days from the date of this Judgment, what steps the Respondent has taken to comply herewith.

Dated: February 28, 1975

Costs taxed in favor of Respondent:

| | |
|---|---|
| Costs of printing 10 copies of Respondent's brief: . . . | $204.97 |
| Total costs of Respondent for recovery from Petitioner: . . . . . | $204.97 |

A true copy:

Attest: /s/ Robert C. Tucker
Clerk, U. S. Court of Appeals, 8th Circuit.

March 26, 1975

## APPENDIX.

NOTICE TO EMPLOYEES.

Posted Pursuant To a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board.

*An Agency of the United States Government.*

WE WILL NOT tell employees not to talk to other employees who may picket our premises or create the impression of surveillance of employee union activities.

WE WILL NOT coercively interrogate our employees about their union views.

WE WILL NOT tell employees that other employees will be discharged if seen talking to striking employees.

WE WILL NOT in any other manner interfere with, restrain, or coerce employees in the exercise of rights guaranteed them in Section 7 of the Act.

WE WILL NOT discourage membership in or activity on behalf of Graphic Arts International Union Local 203, AFL-CIO, or any other labor organization, by refusing to reinstate in their jobs employees who engage in an unfair labor practice strike, when they unconditionally ask to be reinstated.

WE WILL offer the following employees reinstatement to their former positions or, if those jobs no longer exist, to substantially equivalent jobs, without prejudice to seniority or other rights and privileges, dismissing if necessary any employees hired to replace



them and make them whole for any loss of pay they may have suffered because of our refusal to reinstate them:

Donald Blenden
Gary Pilcher
Bernard Nice

The Colonial Press, Inc.
(Employer)

Dated ..... By .....
(Representative) (Title)

This is an official notice and must not be defaced by anyone.

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced, or covered by any other material.

Any questions concerning this notice or compliance with its provisions may be directed to the Board's Office, 616 Two Gateway Center, Fourth at State, Kansas City, Kansas 64101, Telephone 816-374-4518.